



**City Of Rockville
Rockville, Maryland**

**Invitation for Bid # 32-15
Furnish Fireworks Display for Independence Day
Celebration**

Bids Due by 2:00 P.M., March 24, 2015

Issued By:

City Of Rockville
Purchasing Division
111 Maryland Avenue
Rockville, Maryland 20850
Phone: 240.314.8430
Fax: 240.314.8439

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240.314.8100, TDD 240.314.8137.

SECTION I – BACKGROUND, SCOPE REQUIREMENTS AND SPECIFICATIONS

BACKGROUND/INTENT

- A. The City of Rockville is seeking an experienced and qualified fireworks contractor to furnish all labor, materials, equipment, design services, music performance rights, licenses, permits, insurance and other services necessary for providing state-of-the art, safe and exciting, choreographed aerial pyrotechnical fireworks display for the City of Rockville's Independence Day Celebration, July 4, 2015.
- B. Rockville's Independence Day Celebration is held at Mattie J. T. Stepanek Park, 1800 Piccard Drive, Rockville, MD 20850. The event includes a fireworks display and two concerts prior to the fireworks display from 7 p.m. to 9:15 p.m. Estimated attendance: 10,000 - 15,000.
- C. The program objective shall be to create an innovative, continuous-fire, aerial level display visible to an audience viewing from the park and vantage points not immediately adjacent to the discharge site. To achieve this objective, the Contractor is urged to include as many high bursting pieces as possible complimented by lower level aerial displays, allowing for appropriate layering and balance of the overall program with no perceptible breaks or gaps in the display.

1. CONTRACT TERM

- A. The initial contract shall be for the City of Rockville's Independence Day Celebration on July 4, 2015 with an option to extend for four (4) additional years, one (1) year at a time, if mutually agreeable to both parties.

2. SITE INSPECTION

- A. All bidders are urged to inspect the display location prior to bidding and become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting contract.
- B. Inspection may be arranged by contacting Ms. Colleen McQuitty or her designated representative at 240.314.8606.

3. **SCOPE OF SERVICES**

All bid proposals must be made on the basis of meeting or exceeding the requirements contained herein.

3.1 **GENERAL REQUIREMENTS**

- A. All aspects of the fireworks display shall be conducted in accordance with the National Fire Protection Association (NFPA) 1123 Code for Fireworks Display, 2014 edition. (<http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1123>)
- B. The firing time shall start at approximately 9:15 p.m., depending upon darkness and weather conditions. The Contractor shall furnish fireworks for the “Rockets Red Glare” portion of the National Anthem at approximately 8:45 p.m.

3.2 **FIREWORKS**

- A. The Contractor shall provide for a fireworks display lasting twenty minutes in duration. The fireworks display shall exhibit rapid, constant fire for the entire twenty minutes with distinct opening and closing portions.
- B. Aerial displays shall be the show’s major emphasis.
- C. All pyrotechnic materials shall be top grade and have been factory tested by the manufacturer to assure its individual quality, performance, and safety.
- D. The Contractor shall not use any aerial shell exceeding 4 inches in diameter. The Contractor shall use the largest shells, or 4 inch shells to make up 10% of display and from 3.5 inches to 4 inches to make up at least 60% of the display.
- E. The Contractor shall not use any aerial shell less than 2 inches in diameter and use of these shells from 2 to 2.5 inches shall make up less than 30% of the display.
- F. The Contractor shall preload all aerial display shells in above-ground tubes prior to the start of the display and the tubes shall be protected (i.e., foil, tarpaulin) from the weather and accidental firing prior to the start of the display.
- G. The Contractor may use shells with molded plastic casing in addition to the standard paper mache shells. The Contractor shall not reload mortars firing shells with plastic

casings. The Contractor shall ensure that each mortar is properly installed in a mortar rack in accordance with current NFPA 1123 standards, and, that each mortar rack is securely anchored to the ground.

- H. The Contractor must use electronic computer firing, or electronic manual firing, and choreograph the fireworks to music.
- I. The Contractor shall not substitute shells listed in its proposal without prior written approval of the Contract Administrator at least 30 days prior to July 4th. Failure to provide exact brand, size and quantity of shells as submitted in the proposal will result in reduction in payment.
- J. The Contractor shall furnish fireworks for the “Rockets Red Glare” portion of the National Anthem at approximately 8:45 p.m. City staff will coordinate timing with the fireworks technicians.

3.3 MUSIC

- A. The Contractor shall provide upbeat and Americana themed music choreographed with the fireworks. The Contractor shall provide the Contract Administrator with the proposed music selections and schedule on or before 4:30 P.M., May 1, 2015. The City reserves the right of final approval of the proposed musical selections.
- B. The Contractors chief pyrotechnician shall coordinate the firing of the various shells to compliment the music.
- C. It is solely the Contractor’s responsibility and at the Contractor’s expense to ensure that all royalties for all music to be played by the Contractor during the fireworks are promptly paid. The City will not compensate the Contactor for any royalty fees.

3.4 EQUIPMENT

- A. The Contractor shall provide all necessary safety equipment, tools, and materials, including, but not limited to mortar racks, containers, sand, lumber, stakes, etc., which may be required for the firing of the display.
- B. The Contractor shall provide an adequate supply of fire extinguishers of appropriate classification and approved as operational. The fire extinguishers shall be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site.

- C. The Contractor at its own cost shall furnish and maintain in good conditions all necessary personal protective safety equipment as required for the type of work in accord with latest Occupational Safety and Health Administration (OSHA), Maryland Occupational Safety and Health Act (MOSHA) and Environmental Protection Agency (EPA) rules and regulations plus those in effect by the using agency governing the work to be done.
- D. Products and services not specifically mentioned in this Invitation For Bids, but which are necessary to provide the functional capabilities described by the Bidder shall be deemed to be included in this requirement.

3.5 SITE ACCESS

- A. The Contractor's personnel must report to the fireworks site no later than 1 p.m. to set up the fireworks racks on July 3, 2015 and no later than 7 a.m. on July 4, 2015 to load the shells and set up the display. The Contractor shall contact the designated City staff person prior to arrival to site. The Contractor shall have the fireworks display material ready for show by 6 p.m. on July 4, 2015.
- B. The discharge site shall be limited to the area specified by the City of Rockville and local authorities.

4.5 SET UP AND DISCHARGE

- A. The Contractor shall provide for at all times in preparation, during, and immediately after fireworks display, a safe and clean operating environment at the fireworks display site.
- B. The Contractor shall be responsible for completely supervising and directing the setup and discharge of the fireworks displays using its best skills and attention.
- C. The Contractor shall ensure the security of the fireworks and firing materials at all times.
- D. The Contractor shall perform tests before beginning the official program to make sure that winds aloft will not distort the exhibition or carry hot or burning matter where it can cause injury or damage to persons or property.
- E. The Contractor shall not fire any aerial display when sustained winds exceed 10 mph, when unusually wet weather presents other definite dangers, or when conditions are deemed unsafe by the City of Rockville or local authorities.

- F. The Contractor may fire two test fireworks during the *National Anthem's* "rockets red glare" lyrics at approximately 8:45 p.m. City staff will cue the Contractor's chief pyrotechnician when this shall occur.
- G. The Contractor shall ensure that all unfired fireworks are covered and protected during firing.
- H. The Contractor shall dispose of any shell not properly fired in accordance with Fire Marshall Regulations.

4.6 **SAFETY**

- A. The Contractor shall comply with all Occupational Safety and Health Administration (OSHA), Maryland Occupational Safety and Health Act (MOSHA), and Montgomery County Safety and Occupational Health Standards and any other applicable rules and regulations.
- B. The Contractor shall be held responsible for the safety of its employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.7 **GROUND PROTECTION**

- A. The Contractor shall provide protection to minimize damage to the area caused by the firing shells.

4.8 **TRANSPORTATION AND STORAGE OF FIREWORKS**

- A. The Contractor is solely responsible to ensure that the transportation of fireworks is conducted in strict compliance with Federal Hazardous Materials Regulations, NFPA 1124: Code For The Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles, 2013 Edition (<http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1124>), and, all States' and local motor vehicle laws applicable to the area through which fireworks are transported.
- B. The Contractor shall ensure that all fireworks materials are properly packaged and transported in compliance with all applicable laws and ordinances (Federal, State, and Local) for delivery and storage of fireworks and explosives.

- C. The Contractor shall not bring live loads onto the site until July 4, or the day of the display if the event is rescheduled.
- D. The Contractor shall ensure that Contractor personnel remain with the vehicle(s) at all times when there are fireworks or hazardous materials in the vehicle(s).
- E. Supplemental site security provided by the City of Rockville shall not relieve the Contractor of these responsibilities. The number of vehicles allowed on site will be kept to a minimum.

4.9 NOTIFICATION OF LOCAL FIRE DEPARTMENT

- A. The City of Rockville will notify the City Fire Marshall and the Montgomery County Fire Department of its intent to have the fireworks display, to request the appropriate fire apparatus be on site during the display, and to convey the name and contact information of the Contractor.
- B. Upon receipt of the contract, the Contractor shall promptly contact the Maryland State Fire Marshall (<https://www.mdsp.org/Organization/StateFireMarshal.aspx>) and make application for a permit to conduct a fireworks display. It is the responsibility of the Contractor to provide all required and relevant information and pay the fee. Should the Contractor require assistance with the permit application process the Contract Administrator shall provide assistance in obtaining forms and providing liaison with the Office of the Fire Marshall. The City will not compensate the Contractor for any application or permit fees.

4.10 PERSONNEL

- A. The Contractor shall provide at least one chief pyrotechnician, one assistant chief pyrotechnician, and an adequate amount of additional qualified aids to assist in the erection and the firing of the display. Each person shall be an employee of the Contractor.
- B. The chief pyrotechnician and assistant (assistant chief pyrotechnician) shall each possess a valid and current pyrotechnician's permit issued by the State of Maryland.
- C. All other assistants must be at least 18 years of age.
- D. The Contractor may not change the pyrotechnicians after award of the contract. If key personnel changes need to be made, to include any pyrotechnicians, the Contractor must submit resume of proposed personnel for City approval.

4.11 CLEAN UP

- A. The Contractor shall remove all materials shall be completed within three (3) hours after the firing of the display.
- B. The Contractor shall be responsible for cleanup of the safety zone to include:
 - a. cleanup of shell fragments,
 - b. bits of fusing,
 - c. any hazardous material.
- C. The Contractor shall gather sand from the discharge area into piles for removal by City personnel.
- D. The Contractor shall conduct an inspection of the firing fields as soon as practicable after daybreak on the day after the fireworks display to ensure no hazardous materials are left on the site. The Fire Marshal and City staff will be onsite to ensure the fields are properly inspected.

5 CITY RESPONSIBILITIES

The City shall provide the following:

- 1. Safety fence/rope delineating the firing site and safety zones;
- 2. Supplement site security when live loads are moved onto the firing site and for crowd control;
- 3. Sound system and sound technicians to play the fireworks music. The pyrotechnician and audio technician will need to coordinate on site.

6 POSTPONEMENT

- A. The City will make any decision to postpone the fireworks display due to inclement weather by 8 p.m., on the day of the schedule fireworks display.
- B. If the City makes the decision to postpone the fireworks display due to inclement weather on July 4th, the Contractor will perform the fireworks display on July 5, 2015.
- C. Times and arrangements shall be the same as outlined in the above paragraphs. The City must approve the alternate(s).

- D. If the Contractor has mobilized on the Mattie J. T. Stepanek Park site and the Independence Day fireworks display cannot be fired on July 4 or 5, 2015, or if the City cancels the event, the City will compensate the Contractor up to its maximum mobilization price (Price Proposal Item #2).
- E. If the Contractor has NOT mobilized on the Mattie J. T. Stepanek Park site and the City cancels the event, the City will compensate the Contractor up to its maximum mobilization price (Price Proposal Item #3).

7 **INSPECTION**

The Contract Administrator or designee shall conduct inspection and inventory of the fireworks shells at least six hours prior to the display being readied for firing.

8 **SUBCONTRACTORS**

No subcontracting is allowed under this contract.

9 **PERFORMANCE GUARANTEE**

- A. The City reserves the right to deduct from the Contractor's invoice the bid amount for any shells not provided, unfired or misfires or shells that fail to properly fire.
- B. The City reserves the right to deduct from the Contractor's invoice 5% of the total cost of the fireworks display for each 15 minute delay in beginning the fireworks display due to the fault of the Contractor.
- C. The City reserves the right to withhold full payment if the firework display is not conducted as scheduled due to the fault of the Contractor.

10 **CONTRACT ADMINISTRATOR**

The contract administrator for the contract resulting from this solicitation will be:

Ms. Colleen McQuitty
Department of Recreation and Parks
cmcquitty@rockvillemd.gov
Phone: 240.314.8606

*****END OF SECTION I*****

SECTION II - ADMINISTRATIVE BIDDING REQUIREMENTS AND INSTRUCTIONS

2.0 Procurement Rules:

- A. The City of Rockville has established for purposes of this Invitation for Bid (IFB) that the words “shall”, “must”, or “will” are equivalent in this IFB and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this IFB’s mandatory requirements.
- B. The words “should” or “may” are equivalent in this IFB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the City of Rockville.
- C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.

D. Definitions:

- 1. The term “**Invitation for Bid**” (IFB) means this invitation for you, the Bidder, to make an offer to the City of Rockville.
- 2. The acronym “**ADA**” means the Americans with Disabilities Act of 1990, as amended.
- 3. The terms “**bid**” and “**bid proposal**” means the offer submitted by you, the Bidder, in response to this IFB.
- 4. The term “**bidder**” means the entity making an offer to the City of Rockville in response to this IFB.
- 5. The term “**City**” means the City of Rockville.
- 6. The term “**Contract Administrator**” means the City of Rockville person managing the project for the City.
- 7. The term “**Contractor**” means a bidder that is awarded a contract as a result of this Invitation for Bid.
- 8. The term “**day**” means calendar day unless otherwise specified in the document.
- 9. The term “**dollar**” and the symbol “\$” mean United States of America dollars.
- 10. The terms “**you**” and “**your**” means the same as the term “bidder” above.
- 11. All references to a time of day are references to the time in Montgomery County, Maryland, USA.

2.1 Proposed Schedule:

- A. Questions Due – Tuesday, March 17, 2015, before 8:30 A.M.
- B. IFB closing date – Tuesday, March 24, 2015, 2:00 P.M., local time.**
- C. Award of Contract –April, 2015

2.2 Questions Concerning This Invitation for Bid (IFB):

- A. Questions concerning any portion of this IFB should be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this IFB. Questions are due on or before 8:30 A.M. March 17, 2015.
- B. Mark subject line or cover page or envelope "**Questions on IFB # 32-15 Fireworks**"
- C. Submit questions to: Jonathan Pierson, C.P.M.
Acting Purchasing Manager
City Of Rockville
111 Maryland Avenue
Rockville, MD 20850-2364
Telephone: 240.814.8433
Fax: 240.814.8439
E-mail : jpierson@rockvillemd.gov
- D. Failure by a Bidder to ask questions or request changes by the dates indicated above shall constitute the Bidder's acceptance of all of the terms, conditions and requirements set forth in this IFB.
- E. No answers given in response to questions submitted shall be binding upon this IFB unless released in writing as an addendum to the IFB by the City Of Rockville, Purchasing Office.
- F. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.
- G. To ensure fair consideration for all potential bidders, any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed bidders. Such addendums, if issued, will posted at the addresses listed below:

<http://www.rockvillemd.gov/business/bids.htm>

<https://emaryland.buyspeed.com/bsa/external/publicBids.sdo>

- H. Please note, that it is SOLELY the bidder's responsibility to check one of the above sites frequently for Addenda, which may impact pricing, requirements, terms and/or conditions. Failure to sign and return an Addendum with your bid proposal may result in rejection of the bid proposal as non-responsive.

2.3 Delivery of Bid Proposal:

- a. Your bid proposal (offer) shall be sealed and delivered or mailed to:

City of Rockville
Purchasing Division
2nd Floor
111 Maryland Avenue
Rockville, Maryland 20850

- b. Clearly mark each bid proposal package with: **BID NUMBER: IFB # 32-15**

- c. **BID TITLE: Furnish Fireworks Display for Independence Day Celebration**

- d. **BIDDERS NAME:** (Insert Bidder's Name and Address)

- e. **DUE DATE: 2:00 P.M. March 24 2015**

- B. Failure to clearly mark each bid proposal package with this information may cause the City of Rockville to open the bid proposal package before the official closing date and time. If the bid proposal package is opened due to lack of markings, it shall be resealed and opened at the official IFB opening.

C. It is solely the Bidder's responsibility to ensure that its bid proposal package is DELIVERED TO and ACCEPTED by the City of Rockville's Purchasing Division at the above specified address prior to the official closing date and time. A bid proposal will not be considered for award if received in the City of Rockville's Purchasing Division after the official closing date and time.

- D. **Note:** Please ensure that if you use a third party carrier (USPS, FedEx, Airborne, UPS, etc.) that the carrier is instructed to deliver your bid proposal package **only** to the address above.

- E. The City will not accept facsimile (fax) or electronic submission of bid proposals.

2.4 Public Bid Opening:

- A. Shortly after the date and time specified above, all bid proposals that have been timely accepted by the City of Rockville will be opened, recorded, and accepted for consideration.
- B. The bid opening will be held in the Mayor & Council Chambers on the Third Floor of the address listed above.
- C. The names of the bidders submitting bid proposals will be read aloud and recorded. The bid proposals will be available for inspection during normal business hours in the Purchasing Division after the official bid opening.
- D. Individuals covered by the Americans with Disabilities Act of 1990 (ADA) in need of accommodations to attend public bid openings or meetings should contact the ADA Coordinator at 240.314.8100, TDD 240.314.8137 at least five days prior to the date.

2.5 Evaluation of Bids:

- A. The City will review each bid proposal received and accepted prior to the official closing date and time for responsiveness:
 - 1. Has the Bidder conformed to all requirements of this Invitation for Bid?
 - 2. Are all forms properly signed and sealed as required?
 - 3. Are all required documents included with the bid proposal package?
 - 4. Did the Bidder take any exceptions to the requirements?
- B. Price Reasonableness and Price Realism Reviews:
 - 1. The Purchasing Manager will have all price proposals analyzed against City's initial price estimate for price reasonableness (price too high) and price realism (price too low);
 - 2. The Purchasing Manager may have additional confidential price analysis(es) conducted on any price proposal;
 - 3. If based upon the price analysis, the Purchasing Manager determines that the price proposed appears unreasonable or unrealistic the Purchasing Manager will require that the Bidder submit documentation justifying the bid price(s) proposed.
 - 4. If the Bidder's justification does not satisfy the Purchasing Manager, and, if the

award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, then Purchasing Manager will reject the bid proposal as non-responsive in order to protect the public interest.

C. Unbalanced Bid:

1. An unbalanced bid is a bid with line items or unit prices with an extreme variation from the City's estimate, or where obvious unbalancing of unit prices has occurred.
2. If the Purchasing Manager determines that the bid appears to be unbalanced, the Purchasing Manager will require that the Bidder submit documentation justifying the bid price(s) proposed.
3. If the Bidder's justification does not satisfy the Purchasing Manager, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, then Purchasing Manager will reject the bid proposal as non-responsive in order to protect the public interest.

2.6 Award of Contract:

- A. **IF** the City of Rockville awards a contract as the result of this Invitation for Bid, the City will award the contract to the responsive, responsible bidder whose bid is determined to be the best value to the City and that conforms in all material respects to requirements and criteria set forth in this Invitation for Bid # 32-15.
- B. The best value will be determined by the value of fireworks display proposed taking into consideration the price and proportionality of the total bid price to furnish and conduct the Independence Day Celebrations fireworks display (Proposal Item 1) and the maximum mobilization prices (Proposal Items 2 and 3).
- C. **Your bid proposal is a binding offer to the City.** The City will consider the bid proposal (offer) that you, the Bidder, make to the City as a binding offer for not less than 30 calendar days from the IFB closing date. The City may request an extension on the time to award a contract, and, you have the right to accept or decline such a request. The City will consider the signed bid proposal as an offer by you and such offer shall be judged accepted by the City only in accordance with all requirements listed below.
- D. The City is not obligated to make any award as a result of this IFB.

- E. The City has the sole discretion and reserves the right to cancel this IFB, and to reject any and all bids, to waive any and all informalities and/or minor irregularities, or to re-advertise with either the identical or revised scope of work, if it is judged to be in the City's best interests to do so.
- F. In the event of default by the awarded Bidder, the City reserves the right to award a contract to the responsible Bidder with the next lowest priced responsive bid proposal without any further notice or competition.
- G. The City reserves the right to reject any bid proposal determined by the Purchasing Manager to be inadequate or unacceptable.
- H. Acceptance of Offer:
A bid proposal / offer will be considered accepted by the City and a contract formed between the City and the Bidder **ONLY AFTER ALL** of the following actions have been completed:
 - i. The contract document(s) has been formally and legally approved, signed by the Bidder's authorized agent, and returned to the Purchasing Manager; and
 - ii. The certificate of insurance and all endorsements have been received and approved by the City's Risk Manager; and
 - iii. The contract document has been formally and legally approved and counter-signed by the City Manager.

2.7 Licenses/Certificates:

- A. The City reserves the right to require documentation that each Bidder is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Maryland.
- B. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this IFB, the City reserves the right to require you to provide documentation of your current license and/or certification before considering your bid proposal and/or before awarding a contract.
- C. If you fail to keep your required license and/or certification current and in force for the term of the contract and any extension, the City will deem you to be in breach of contract and will take all appropriate actions.

2.8 Withdrawal of Bid:

- A. You may withdraw your bid or modify it at any time prior to the official closing date and time. You will be required to produce photo identification that satisfies the City prior to withdrawal or modification of your bid.
- B. Negligence upon your part in preparing your bid confers no right of withdrawal after the official closing date and time.
- C. After the official closing date and time you may withdraw your bid only if the price(s) submitted in your bid is substantially lower than the other bids due solely to a mistake therein, provided that:
 - 1. You submitted your bid in good faith and the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of your bid, and
 - 2. You provide written notice to the Purchasing Manager within two business days after the official opening date of your claim of right to withdraw your bid.
- D. The City will not permit a Bidder to withdraw its bid/offer under this section when the result would be to award the contract on another bid of the same Bidder or of another bidder in which the ownership of the withdrawing Bidder is more than five percent.
- E. No bidder who is permitted to withdraw its bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- F. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Manager. If the Purchasing Manager denies the withdrawal of your bid, he/she shall notify you in writing stating the reason for the decision.

2.9 Errors In Bids:

When an error is made in extending total prices, the unit price will govern. The Bidder shall initial any erasure on any bid document. Carelessness in quoting prices or in preparation of the bid will not relieve the Bidder from performing the contract.

2.10 Mistakes:

- A. You are expected to be thoroughly familiar with all bid documents, including all addenda. The City will not grant any consideration for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted.
- B. Each bidder shall carefully and thoroughly examine all applicable drawings, technical specifications, IFB and contract documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
- C. The City will not relive the awarded bidder (contractor) any obligation due under the executed contract by the Bidder's failure to examine any form of legal instrument or to visit the site.

2.11 Interest In More Than One Bid And Collusion:

Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

2.12 Notice to Bidders from Outside Maryland:

"Pursuant to [7-201 et seq. of the Corporations and Associations](#), Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any

intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

2.13 **Qualification to Contract with Public Body:**

Each Bidder must be qualified to bid in the State of Maryland in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code Of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

*****END OF SECTION II*****

SECTION III: GENERAL CONTRACT TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **TAX EXEMPTION** The City is exempt from the payment of any Federal excise or any Maryland sales tax.
3. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
4. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than 30 days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than 30 days.
5. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Manager. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the bid / contract documents. The Contractor shall take no advantage of any error or omission in these bid / contract documents.
6. **PAYMENT** Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
7. **ACH PAYMENT:** The City of Rockville pays its contractors via an Automatic Clearing House (ACH) process in lieu of check payments delivered by the US Postal Service. The

ACH process allows the Contractor to have its payment deposited directly to a designated financial institution account. A Contractor must complete and submit an ACH application (available at <http://www.rockvillemd.gov/DocumentCenter/View/429>) prior to receiving any payment from the City.

8. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
9. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written claim must be submitted to the Purchasing Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
10. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
11. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
12. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager,

or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

13. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
14. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
15. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
16. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
17. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

18. EQUAL EMPLOYMENT OPPORTUNITY

- A. The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
- B. If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

19. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.

20. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice

shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

21. PATENT RIGHTS

- A. Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.
- B. The said assent shall cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

22. INTELLECTUAL PROPERTY INDEMNITY

- A. The Contractor warrants that products and/or services sold to the City by Contractor and the use thereof do not infringe or violate any patent, copyright, trademark, mask work, trade secret, or any intellectual property of a third party. Contractor shall indemnify, defend, settle on behalf of, and hold harmless the City from and against any and all demands, claims, proceedings, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, other expenses for investigation, handling, and litigation, and settlement or judgment amount) asserted against or incurred by the City, by reason of, resulting from, or arising in connection with any breach of this article.
- B. The City shall promptly notify Contractor of any claim regarding indemnification and give information and assistance reasonably requested by Contractor and Contractor is given sole authority to defend or settle such claim. If a court or a settlement enjoins the use of such products and/or services, Contractor shall, at its own expense and at the City's option, obtain for the City either the right to continue using such products and/or services, replace same with a non-infringing product and/or service, modify same so it

becomes non-infringing, or refund the value of such products and/or services and accept return for same.

23. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.

*****END OF SECTION III*****

SECTION IV: MINIMUM INSURANCE REQUIREMENTS

4.1 Prior to the execution of the contract by the City, the Contractor must obtain at its own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

4.2 The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850-2364 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

4.3 All insurance policies shall be issued by insurers licensed to do business in the State of Maryland and any insuring company is required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

4.4 Unless otherwise described in the contract the successful Contractor and each subcontractor will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

4.5 MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City shall be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>

4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City shall be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>Form CA20 48 02 99 form shall be both signed and dated.</i>
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$5,000,000	City shall be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

4.6 Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

4.7 POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a 30 day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

4.8 ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of Contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

4.9 CERTIFICATE HOLDER

The Mayor and Council of Rockville
City Hall
Contract IFB 39-14
111 Maryland Avenue
Rockville, MD 20850-2364

*****END OF SECTION IV*****

SECTION V: SUBMITTAL REQUIREMENTS

1. Complete the attached Price Proposal Form.
2. Submit a narrative description for the proposed fireworks display, which includes:
 - a. The proposed schedule including duration of the proposed fireworks display and ;
 - b. The number, size and types of the firework shells proposed; and
 - c. The order in which shells are to be fired.
3. Submit a per unit price list for each of the proposed firework shells.
4. Complete and attach:
 - a. Bidder Reference Form
 - b. Affidavit Of Qualification To Contract With A Public Body
 - c. Non—Collusion Affidavit

*****END OF SECTION V*****

PRICE PROPOSAL FORM

_____, 2015

TO: Mayor and Council
City of Rockville
111 Maryland Avenue
Rockville, MD, 20850

The undersigned hereby declare that [type your firm name] _____ have carefully examined the requirements to:

Furnish fireworks display for the City of Rockville's Independence Day Celebration

for which proposals were advertised to be received on Tuesday, March 24, 2015 and further declare that [type your firm name] _____ makes this binding offer to furnish all resources necessary to furnish the fireworks display for the City of Rockville's Independence Day Celebration.

Item No.	Description	Total Price
1	Total Price to furnish and conduct City of Rockville's Independence Day Celebration Fireworks Display	
2	Maximum mobilization price if the City cancels the event after the Contractor has set-up at Mattie J. T. Stepanek Park.	
3	Maximum mobilization price if the City cancels the event prior to the Contractor arriving at Mattie J. T. Stepanek Park.	

Extension:

These services may be extended for four (4) additional years, one (1) year at a time, if mutually agreeable to both parties. All terms and conditions shall remain the same. The City of Rockville reserves the right to extend these services as stated in this Invitation for Bid. In the event this option is exercised, the successful bidder may increase the prices quoted on this Invitation for Bid to reflect increases in the cost of providing the specified services. Bidder must quote a price adjustment factor in terms of a maximum percentage increase for each extension period.

Price Adjustments for Extension Periods:

Year Two (2)	_____ %
Year Three (3)	_____ %
Year Four (4)	_____ %
Year Five (5)	_____ %

Note: The City of Rockville reserves the right to consider the pricing offered for extension during the evaluation of bids.

Cancellation:

Any resulting purchase order for these services is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the City of Rockville Mayor and Council, or otherwise not made available to the City.

Have you attached a narrative description for the proposed fireworks display, which includes the order in which shells are to be fired, the size, and types to be used? ☐ Yes ☐ NO

Have you attached a complete list of all fireworks shells to be used by size and description and unit price? ☐ Yes ☐ NO

By submitting this offer I acknowledge receipt of and incorporation into this offer of the following Addenda (check each applicable box): Addendum #1 ☐

The City of Rockville reserves the right to reject any or all bid proposals / offers, to waive informalities, and to accept all or any part of any bid proposal / offer as it may deem to be in the best interest of the City of Rockville.

I hereby certify that I have read and understand the requirements of this Invitation For Bids #39-14 and, that I, as the Bidder will comply with all requirements, and that I am duly authorized to execute this bid proposal/offer document and any contract and/or other transactions required by award of this Invitation For Bids.

Company _____

Per _____ (print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____ Cell _____

E-Mail Address: _____

DUNS _____ Employers' Identification Number _____

BIDDER REFERENCE FORM
Complete and Return with Bid

Submit at least 3 references where your organization has furnished a similar fireworks display within the past 3 years.

Reference #1 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of fireworks display provided	

Reference #2 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of fireworks display provided	

Reference #3 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of fireworks display provided	

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

Complete, Sign, and Return with Bid

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization name) whose address is _____

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I affirm:

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit shall be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

Signature _____

Printed Name _____

Title _____

Date _____

NON—COLLUSION AFFIDAVIT
Complete, Sign, and Return with Bid

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization name) whose _____ address _____ is _____

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature

Printed Name

Title

Date



SAMPLE CONTRACT
DO NOT COMPLETE OR RETURN

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE AND CONTRACTOR

This Agreement, made this day of 2015 by and between

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum dollars (\$).

ARTICLE 2. The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor described in the specifications entitled IFB Furnish Fireworks Display for Independence Day Celebration.

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

ARTICLE 9. The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A)_____and
the COUNCIL have caused these presents to be signed and sealed.

For Corporations.

Corporation:_____

By: _____(Seal)

(Either president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)

Witness: _____

(Should be secretary or Asst. secretary.)

*Corporate seal must be impressed through name of person signing for corporation.

For individuals or partnerships.

Name: _____ (Seal)

(Either owner or partner)

Witness: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By: _____ Date: _____
Barbara Matthews, City Manager

ATTEST

By: _____ Date: _____
Douglass Barber, City Clerk

Approved as to form and legality:

City Attorney
